



PTO/SB/82 (09-03)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

OMB control number.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid

**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE  
ADDRESS**

Application  
Number

10/062,604

Filing Date

1/31/2002

First Named Inventor

Mells

Art Unit

2877

Examiner Name

Connolly

Attorney Docket Number

TIP/FS1

**I hereby revoke all previous powers of attorney given in the above-identified application.**

I hereby appoint the practitioners associated with the Customer Number: **000043756**

Please change the correspondence address for the above-identified application to:

The address associated with Customer Number: **000043756**

I am the:

Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement under 37 CFR 3.73(b) is enclosed.*

**SIGNATURE of Applicant or Assignee of Record**

Name Patrick Toomey, President

Signature

Date 10-04-2004

Telephone 800-642-9660

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO:** Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

*If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.*

**BEST AVAILABLE COPY**



**BILL OF SALE**  
**(Personal Property)**

The undersigned, **EQUITABLE TRANSITIONS, INC.**, ASSIGNEE FOR THE BENEFIT OF THE CREDITOR OF **FIBERSPACE, INC.**, for valuable consideration received, to wit, \$1,250.00 the receipt of which is hereby acknowledged does hereby sell to **TIP Group, LLC** the personal property of said estate described as:

**A. Patent rights in the invention titled "METHOD AND APPARATUS OF STABILIZING A SEMICONDUCTOR LASER," including:**

United States Patent Number 5,717,708 issued on February 10, 1998;  
Russian Federation Patent Number 2153215 issued on July 20, 2000;  
Chinese Patent Number 96199463.0 issued on October 16, 2002;  
Canadian Patent Number 2,237,215 issued on October 30, 2001;  
Korean Patent Number 309909 issued on September 12, 2001;  
Mexican Patent Number 201250 issued on April 5, 2001;  
Australian Patent Number 702275 issued on June 24, 1999;  
Singapore Patent Number 53684 issued on June 19, 2001;  
Brazilian Patent Application Number PI 9611543-2 filed on May 8, 1998;  
Israel Patent Application Number 124358 filed on November 8, 1996;  
European Patent Application Number 96940367.4 filed on May 15, 1998 and published on August 26, 1998; and  
Japanese Patent Application Number 9-518375 filed on November 8, 1996, Decision of Grant received on September 20, 2002.

**B. Patent rights in the invention titled "METHOD AND APPARATUS OF UTILIZING RF/MICROWAVE MIXING TECHNIQUES TO SELECT A GIVEN BAND OF AN OPTICAL TRANSMISSION," including:**

United States Patent Application Number 09/591,692 claiming priority to provisional application number 60/138,486 filed on June 10, 1999;

International Patent Cooperation Treaty Patent Application Number  
PCT/US00/15960, filed on June 9, 2000 and the National Phase Patent Applications  
based thereupon, including:

Canadian National Phase Patent Application No. 2,375,773 filed on  
November 29, 2001;

Chinese National Phase Patent Application No. 00808735.0 filed on  
December 10, 2001 and published on June 26, 2002 as Pub. No. CN1355969A;

European Patent Office National Phase Patent Application No.  
00938255.7 filed on December 10, 2001 and published on March 27, 2002 under  
publication number 1190509; and

Japanese National Phase Patent Application No. 2001-504095 filed on  
December 10, 2001; and

Korean Patent Application No. 10-2001-7015855, filed on December 10, 2001.

C. Patent rights in the invention titled "METHOD AND APPARATUS FOR  
MEASURING A FREQUENCY OF AN OPTICAL SIGNAL," including:

U.S. Patent Application No. 10/062,604 filed on January 31, 2002; and

International Patent Cooperation Treaty Patent Application Number US03/02013  
filed on January 23, 2003.

All patents and patent applications listed above are held in the name of or owned by The  
Assignment Estate of Fiberspace, Inc. as of April 1, 2004.

Said sale is without representations or warranties of any kind, express or implied,  
including, without limitation, representations of merchantability and/or fitness for any particular  
purpose.

Dated: April 8, 2004

EQUITABLE TRANSITIONS, INC

By 

David R. Haberbusch, President,

Assignee for the Benefit of the Creditors of  
Fiberspace, Inc.

## GENERAL ASSIGNMENT

THIS ASSIGNMENT is effective April 4, 2003, between FIBERSPACE, INC., (hereinafter referred to as "ASSIGNOR") and EQUITABLE TRANSITIONS, INC., a California corporation (hereinafter referred to as "ASSIGNEE").

### RECITALS:

ASSIGNOR is indebted to diverse persons and is desirous of providing payment to the same, so far as in its power, by an assignment of all property for that purpose.

NOW, THEREFORE, ASSIGNOR, for a valuable consideration, receipt of which is hereby acknowledged, does hereby make the following General Assignment for the benefit of ASSIGNOR'S creditors to ASSIGNEE, under the following terms and conditions:

### I. ASSIGNMENT OF PROPERTY

1.1 ASSIGNOR does hereby grant, bargain, sell, assign, and transfer to ASSIGNEE, its successors and assigns, in trust for the ultimate benefit of ASSIGNOR'S creditors generally, all of the property and assets of the ASSIGNOR of every kind and nature and wheresoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from execution; Included therein are all merchandise, furniture, fixtures, machinery, equipment, raw materials, merchandise in process, book accounts, books, accounts receivable, cash on hand, all choses in action (personal or otherwise), insurance policies, and all other property of every kind and nature owned by the ASSIGNOR, and without limiting the generality of the foregoing, including all of the assets pertaining to that certain company known as FIBERSPACE, INC. Located at 2120 Erwin Street, Woodland Hills, California 91367; Tax payer I.D. No. 95-4907026.

1.2 This Assignment constitutes a grant deed to all real property owned by ASSIGNOR, whether or not said real property is specifically described herein.

1.3 ASSIGNOR agrees to deliver to ASSIGNEE all books of account and records, to execute and deliver all additional necessary documents immediately upon request by ASSIGNEE, and to endorse all indicia of ownership where required by ASSIGNEE, in order to complete the transfer of all assets to ASSIGNEE as intended by this General Assignment including, but not limited to, all of ASSIGNOR'S real and personal property and/or ASSIGNOR'S interest therein, including mortgages, deeds of trust, motor vehicles, patent and copyrights, and general intangibles. ASSIGNEE is hereby authorized to execute all endorsements and demands requiring ASSIGNOR'S signature, in the name of ASSIGNOR. ASSIGNOR further authorizes ASSIGNEE to apply for any deposits, refunds (including specifically, among all others, claims for refund of

**1.4 ASSIGNOR and ASSIGNEE agree to the following:**

**1.4.2 ASSIGNEE, at its discretion, may sell and/or dispose of ASSIGNOR'S assets upon such terms and conditions as it may deem fit, at public or private sale, provided, however, that ASSIGNEE shall use its best efforts to maximize the proceeds from the sale and disposition of said assets; ASSIGNEE shall not be personally liable in any manner, and ASSIGNEE's obligations shall be in its representative capacity, only, as an ASSIGNEE for the general benefit of ASSIGNOR'S creditors. Said ASSIGNEE shall administer this estate to the best of its ability but it is expressly understood that it, its agents, servants or employees shall be liable only for reasonable care and diligence in the administration, and it shall not be liable for any act or thing done by it, its agents, servants, or employees in good faith and/ or in reliance on advice of counsel in connection herewith.**

**2.1. Subject to all valid secured claims, from all funds received from proceeds of sales, collections sums due, operation of ASSIGNOR'S business, and all other sources hereinafter "Proceeds") ASSIGNEE shall pay itself reasonable remuneration and a fee for all services it provides as ASSIGNEE hereunder a fee equal to 20% of all funds disbursed pursuant to Article III (ALLOWANCE AND PAYMENT OF CLAIMS) hereof on and after the effective date hereof. All of the aforementioned amounts are to be determined at the ASSIGNEE'S sole discretion and judgment.**

000000#00000:0 M 108400 000000000000









attorneys' fee and costs.

This GENERAL ASSIGNMENT is made this 4th day of April, 2003, at Long Beach, California.

**ASSIGNOR:**

FIBERSPACE, INC.

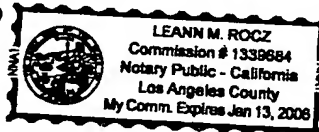
  
Leonards Berezoysky, C.E.O., President


STATE OF CALIFORNIA     ]  
                                  ] ss.  
COUNTY OF Los Angeles

On April 4, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald A. Payles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



  
(Signature)  
LeAnn M. Rocz  
(Name Typed or Printed)

The foregoing GENERAL ASSIGNMENT is hereby accepted this 4th day of April, 2003, at Long Beach, California.

**ASSIGNEE:**

EQUITABLE TRANSITIONS, INC.

  
DONALD A. PAYLES  
Chief Operating Officer

**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

**BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ BLACK BORDERS
- ☐ IMAGE CUT OFF AT TOP, BOTTOM OR SIDES
- ☐ FADED TEXT OR DRAWING
- ☐ BLURRED OR ILLEGIBLE TEXT OR DRAWING
- ☐ SKEWED/SLANTED IMAGES
- ☐ COLOR OR BLACK AND WHITE PHOTOGRAPHS
- ☐ GRAY SCALE DOCUMENTS
- ☐ LINES OR MARKS ON ORIGINAL DOCUMENT
- ☐ REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY
- ☐ OTHER: \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**